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Tarrant County Texas

2008 Nov 26 09:50 AM

Fee: \$ 20.00

Submitter: SIMPLIFILE

D208438870

2 Pages

Suzanne Henderson

Suzanne Henderson

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**AMENDMENT TO
OIL AND GAS LEASE**

L0210908

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

Whereas, a certain Paid Up Oil and Gas Lease dated August 18, 2003, was executed by and between A. E. Jones, Jr. et ux, Buanita Jones, as Lessor, and Four Sevens Oil Co., Ltd., as Lessee, covering and describing 11.378 acres, more or less, situated in the William Norris Survey, Abstract No. 1165, Tarrant County, Texas (hereinafter referred to as the "Lease"); and

Whereas, the Lease was assigned to Chesapeake Exploration L. P., in an Assignment, Bill of Sale and Conveyance dated July 28, 2006, recorded in Document No. D206231936, Official Public Records, Tarrant County, Texas; and

Whereas, A. E. Jones assigned his interest in the property covered by the Lease to Buanita Jones in Special Warranty Deeds dated March 3, 2005 and December 16, 2005, recorded in D205093968 and D205375299, Official Public Records, Tarrant County, Texas; and

Whereas, the parties hereto desire to amend the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and confessed, the undersigned hereby adopt, ratify, and confirm the validity and effectiveness of said Lease in all of its terms and provisions, including any Amendments, Assignments or Extensions of said Lease, and/or any payments associated therewith that have been paid and received in full satisfaction and accord and fulfillment of any and all obligations of Lessee.

Notwithstanding anything to the contrary, the undersigned hereby additionally agree as follows:

1. Paragraph 3 of the Lease is hereby amended to provide for a royalty of TWENTY-FIVE percent (25%). This amendment to Paragraph 3 shall be effective as of the date this Amendment is signed.
2. Paragraph 17 of the Lease is hereby amended to provide that, notwithstanding any language to the contrary in the Lease, Lessee may include all or any part of the land covered by the Lease in a pooled unit.

The provisions of this Amendment shall extend and be binding on the heirs, successors, and assigns of the parties.

IN WITNESS WHEREOF, this instrument is executed this 12th day of November, 2008.

Lessor:

Buanita Jones
Buanita Jones

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: *[Signature]*
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

D208438870

ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this 12th day of November, 2008, by Buanita Jones.



Helen M. Lokey
Notary Public State of Texas

STATE OF OKLAHOMA

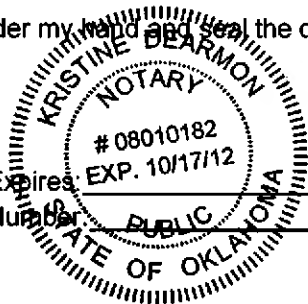
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COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of November, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires
My Commission Number



Kristine Dearmon
Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154